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August 13, 2003

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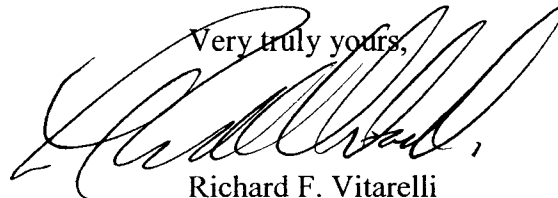
Tina Files
School Crossing Guards Association
89 Grandview Avenue
Wallingford, CT 06492

**Re: Waterbury Board of Education and School Crossing Guards Association
Waterbury Financial Planning and Assistance Board – Contract
Approval**

I hereby transmit herewith the final contract approved by the Waterbury Financial Planning and Assistance Board regarding the School Crossing Guards Association on August 7, 2003.

Kindly contact me if you should have any questions.

Very truly yours,



Richard F. Vitarelli

RFV/ctw:1120304



Enclosure
cc: Waterbury Financial Planning and Assistance
Board Members and Staff

Law Offices

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AGREEMENT

-between-

THE WATERBURY BOARD OF EDUCATION

-and-

SCHOOL CROSSING GUARDS ASSOCIATION

Through June 30, 2005

ARTICLE I
RECOGNITION

The Waterbury Board of Education, hereinafter referred to as the “Board”, recognizes the School Crossing Guards Association, hereinafter referred to as the “Association,” as the spokesperson for persons employed in the positions of School Crossing Guard and Coordinator of Crossing Guards. Articles II through X sets forth the terms and conditions of employment for all Association members. Appendix A sets forth additional terms and conditions of employment for members hired prior to January 1, 1973. It is understood that the Association is in no way affiliated with any Municipal Union.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

- (a) the right to prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them;
- (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in employee’s job specification);
- (c) the right to create job descriptions and revise existing job descriptions as deemed necessary;
- (d) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours off work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;
- (e) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- (f) the right to maintain discipline and efficiency;

- (g) the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- (h) the right to discontinue services, positions, operations or programs in whole or in part; and
- (i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE III
WORKING CONDITIONS

Section 1. Work Assignment. Whenever possible, employees with the highest seniority shall be afforded the opportunity to request a specific post that should happen to become available.

Section 2. Layoff. Whenever layoffs are necessary, employees with the lowest seniority shall be laid off first. If an employee is laid off and returns to employment within six (6) months of the date of layoff, then the employee shall be entitled to any increases that may have occurred during the period of layoff. If said employee returns to employment beyond six (6) months of the date of layoff, the employee shall be reinstated at the hourly rate of pay he received at the time of layoff and shall not be eligible for any wage increases that became effective during the layoff period.

ARTICLE IV
LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence. Requests for leaves of absence without pay for one (1) month or more must be accompanied by a Doctor's certificate.

Section 2. Sick Leave. Except for those employees identified in Appendix A, Employees shall not be entitled to paid sick days.

ARTICLE V
ATTENDANCE

Section 1. Incentive Bonus. Employees shall be paid one (1) additional day at her regular rate of pay for perfect attendance during specified three (3) month periods during the school year. The three month periods are as follows:

September through November;
December through February; and
March through May.

Section 2. Absenteeism. Any employee that develops a record of frequent or habitual absences from duty will be subject to disciplinary action up to and including termination.

ARTICLE VI
HOLIDAYS

Section 1. Holidays. Employees shall be entitled to the following paid holidays:

Thanksgiving Day	Christmas Day
Presidents' Day	Martin Luther King Day

Section 2. Eligibility. To qualify for holiday pay, the employee must have received compensation for the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday.

Section 3. Scheduling of Holidays. The Board retains the right to schedule the celebration dates for the above-referenced holidays.

ARTICLE VII
FUNERAL LEAVE

Each employee shall be entitled to one (1) paid funeral day per calendar year. Funeral leave shall not accrue from year-to-year.

ARTICLE VIII
CAR ALLOWANCE

Section 1. Mileage Rate. The Coordinator of Crossing Guards shall be paid a car allowance based on the City's standard per mile rate (currently 34½ cents per mile) on a monthly basis from September through June of each school year.

Section 2. Insurance Certificate. The Coordinator of Crossing Guards shall transmit to the Superintendent's Office a statement indicating the amounts of automobile liability insurance on her private automobile in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injuries and in the amount of at least \$20,000 for property damage liability per occurrence or a combined single limit of \$300,000, indicating the name of the insurance company (including the agent's name), the effective date of the policy and the termination date thereof. Failure of the employee to transmit said statement to the Superintendent's Office within sixty (60) days of the date that she is authorized to receive the travel allowance prescribed by Section 1 hereof (or within sixty (60) days of the renewal date of the underlying liability insurance policy) shall be grounds for the Board or its designee to terminate the Coordinator's right to receive the payment pursuant to Section 1.

ARTICLE IX

WAGES

Section 1. General Wage Increases.

(a) Effective and retroactive to July 1, 2002, the regular hourly rate for all members of the Association shall be adjusted by a general wage increase of three percent (3%).

(b) Effective and retroactive to July 1, 2003, the regular hourly rate for all members of the Association shall be adjusted by an additional general wage increase of three percent (3%).

(c) Effective July 1, 2004, the regular hourly rate for all members of the Association shall be adjusted by an additional general wage increase of three percent (3%).

Section 2. Starting Rate. Effective August 7, 2003, the starting hourly rate for newly hired employees shall be \$7.50. New hires shall remain at the starting rate for one (1) school year (i.e., 185 school days). Upon completion of this period, the employee shall become eligible for future general wage increases set forth in Section 1. Employees currently at the \$7.10 hourly rate for newly hired employees shall be increased to \$7.55 per hour effective upon approval of this Agreement and shall not become eligible for a general wage increase until completion of one (1) full school year (i.e., 185 school days) of employment from the date of hire.

ARTICLE X
ENTIRE AGREEMENT

Section 1. The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of the award of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay and other conditions of employment, which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XI
DURATION

This Agreement shall be effective as of August 7, 2003, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement, and shall remain in effect through June 30, 2005.

APPENDIX A
ADDITIONAL TERMS AND CONDITIONS OF EMPLOYMENT FOR
EMPLOYEES HIRE PRIOR TO JANUARY 1, 1973

Employees hired prior to January 1, 1973 shall be entitled to, in addition to the other benefits set forth in this Agreement, the following:

A. Sick Leave.

- (1) Definition of Sick Leave.** For purposes of this Section, sick leave is defined as absence from work because of illness or injury to the employee (which illness is not compensable under the Connecticut Workers' Compensation Act) or absence from work for medical or dental treatment of the employee, which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section A(2) hereof.
- (2) Sick Leave Accrual.** Employees shall be credited with one and one-quarter (1¼) working days for each complete calendar month in pay status. Unused sick leave eligibility accrued in accordance with this formula shall be unlimited. For purposes of this Section 2, "complete calendar month in pay status" shall mean that the employee is receiving compensation provided for in this Agreement for at least eighteen (18) days in that month.
- (3) Terminal Pay.** In the event of the retirement (as retirement is hereinafter defined) or death, an employee or the employee's estate shall receive, as terminal pay fifty percent (50%) of her then accumulated sick leave, but in no event to exceed one hundred fifty (150) working days valued at the applicable rates in use at the date of death or retirement. Said terminal pay maximum shall be reduced to one hundred twenty-five (125) working days for regular full-time employees effective September 1, 2003, and to one hundred (100) working days effective September 1, 2004. For purposes of this Section, the term "retirement" shall mean retirement pursuant to the Social Security Law. Employees involuntarily separated from employment shall not be eligible for terminal pay.

B. HEALTH INSURANCE

- (1) Medical Benefits.** The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted. Under the BlueCare Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The lifetime maximum is unlimited.
- (2) Drug Prescription Plan.** The Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1,000.00).
- (3) Dental Plan.** The Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).
- (4) Premium Cost Share.** The City shall provide single coverage at no cost to the employee. If the employee elects either two person or family coverage, then the employee shall pay the difference between the premium equivalent for the coverage elected and the premium equivalent for single coverage. Such payment shall be by payroll deduction.
- (5) Comparable Coverage.** The City reserves the right to provide coverage as comparable as possible to that specified herein.